# REQUEST FOR QUOTATION 19H08023K1108 THE EMBASSY OF THE UNITED STATES OF AMERICA REQUIRES A

Company:	

To provide the following:

1. Please reference email when sending offer as:

# 19H08023K1108 Forensic Medicine – Containers for Storage Morgue Choluteca

- 2. Provide a quote with **complete name of item, description & delivery**; Quotes should list the items in the same order as listed below.
- 2. Delivery to Choluteca, Choluteca, Honduras.
- 3. Include delivery date.
- 4. The vendor's offer should include in the total price the cost of transportation, measurements in site and installation if required as well as any additional modifications they require.
- 5. Purchase will be done thru **Purchase Credit Card** after approval from requester. (Approval: Delivery of the goods and confirmation of acceptance from requester)

Line Item	Item Description	Qty	Unit Price	Total Price
1	40 ft. used standard shipping container.  Must comply with the following:  • Wind and watertight, no leaks or dents on panels or floors.  • Double doors at one end  • No presence of surface rust in the panels  • Painted with two layers of anticorrosive paint both on the inside and outside  • Fully functioning doors and locking bar brackets	2 units		
	Approximate dimensions: 40' long 8' wide 8'6" high.		,	
2	Transportation and unloading to Choluteca, Honduras	1 lot		
	Delivery date: (please include)days or weeks after awarded			
	TOTAL (Payment thru Cred	it Card)	1. 14	

#### A. Supplies and Prices:

The Contractor shall provide to the U.S. Government the new products as described in the specifications for the stated firm fixed price. Further, the Contractor shall properly perform the deliver to the location set forth under Place of Delivery, of this document. The firm fixed price shall include the products predelivery inspection, certificates of origin, operator's manuals, warranty certificates and any other documentation mandated by the destination country.

No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict these prices or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rates.

\*\*\* Manuals shall be furnished in the English AND Spanish languages.

#### B. Delivery Date:

Delivery Date is immediate (07) calendar day maximum after receipt of the award.

NOTE: PRODUCT SHALL COME WITH AT LEAST A 1-YEAR WARRANTY AND GUARANTEE OF QUALITY.

#### C. Warrantv:

The vendor's offer should include a 1-year warranty for every item of equipment requested. It should cover any defect or deficiency that may occur during normal use. Shall provide technical support during warranty period to resolve questions related to operation of equipment. A written warranty should be provided.

#### D. Place of Delivery:

The contractor is responsible for ensuring delivery of goods to the following address: The Contractor shall consolidate the entire shipment to prevent loss and misdirection. Any lost or damaged items during shipment shall be replaced by the contractor upon notification. Partial shipments are not allowed if NOT approved by the requestor.

#### **Consignee Address:**

Consignee: Embajada Americana Col. San Carlos, Avenida La Paz Numero de casa #2629 RTN 08019999408358 Tegucigalpa M.D.C., Honduras PO No. 19H08023K1108 Ana Carcamo / Marvin Alvarado Email: carcamoag@state.gov

#### Address to be delivered:

Morgue Dirección de Medicina Forense Barrio El Hospital, 7ª Calle N, 14 Avenida O Choluteca, Honduras. Exact address will be provided to awardee. International vendors can offer,

DAP Terms: US Embassy Honduras will support with customs process but not storage fees. Contractor needs to send correct paperwork (Consignee to: US Embassy Honduras, Invoices, packing list, description, item country origin, among others beforehand) and be expedite when information is required to avoid any delays and generate storage fees. Delays or Storage fees due to any wrong documentation from vendor will NOT be paid.

An email will be requested to vendor once awarded of the packing list with original invoice that will provide advance information for Customs clearance purposes. One copy of the packing list and commercial invoice must accompany the shipment, attached to the outside of the "lead" or number one box/carton/package, or individually attached to the outside of each box/carton/package.

If vendor is local, the previous remarks do not apply.

# <u>Delivery Terms: THE VENDOR IS RESPONSIBLE FOR THE DELIVERY OF ALL ITEMS LISTED ABOVE</u> (BRAND NAME OR EQUAL).

#### E. Place of Installation

The contractor is responsible for the verification of measurements for fabrication and installation of all the equipment at the following:

Morgue Dirección de Medicina Forense
Barrio El Hospital,
7º Calle N, 14 Avenida O
Choluteca, Honduras.
Exact address and POC will be provided to awardee.

#### F. Inspection and Acceptance

The final inspection and acceptance of the service shall be performed by the POC upon finalizing the installation of all the equipment. The payment(s) to the Contractor shall be made following satisfactory inspection and acceptance of installation email confirmation by POC. Government Purchase Cardholder will proceed with the proper process for payment.

#### G. Evaluation Factor:

- a. The U.S. Government intends to evaluate this requirement based on the **lowest price technically acceptable (LPTA)**. *NOTE: Offerors shall include specific details and delivery dates in their responses to this RFQ. All pricing shall reflect L*
- b. **Company Documents:** Please include the following documents (all documents should be up to date):
  - Company License / SAM Number
  - Company RTN

- Company addresses and telephone Number
- Contact Name, telephone number and email address
- c. **Delivery Terms**: The vendor is responsible for the delivery of all items listed above under this Request of quotation (Brand name or Equal) in the stated shipping address.
- d. Offers/ Quotes: Complete pricing section in Lempiras (L).

#### NOTE:

- 17. Evaluation of Foreign Currency Offers (FEB 2000)

  If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:
  - a. For acquisitions conducted using sealed bidding procedures / email offer, on the date of bid opening.
  - b. For acquisitions conducted using negotiation procedures—
    - 1. On the date specified for receipt of offers, if award is based on initial offers; otherwise,
    - 2. On the date specified for receipt of proposal revisions.

All Quotes must be valid for 90 days from the closing date for this solicitation. No exceptions or qualifications. New equipment ONLY, NO grey market or refurbished products. Items must be in original packaging, never used, and not altered in any way. Components of the requested equipment, to include memory, must be manufacturer-approved and may not be compatible, remanufactured, or refurbished equipment. All items must be covered by manufacturer's warranty and procured through a manufacturer approved distribution channel. Sellers must be able to document their ability to provide items through manufacturer approved distribution channels upon request.

- e. **Tax Exempted:** Offers should <u>not</u> include tax (process must be tax exempted) Tax Exemption will be sent digitally for your support.
- f. **Payment:** Payment thru **Government Purchase Credit Card.** Payment will be processed once the requester has confirmed as complete the delivered items.
- g. Offer shall include the NDAA (National Defense Authorization Act) form signed, dated, and stamped. (Attached form)

Your offer must be submitted no later than Friday, September 01, 2023, at 10:00 a.m. (Tegucigalpa, Honduras Time) via é-mail to salgadogx@state.gov. After time offers, will not be taken in consideration.

Contact information:	
Signature:	Date signed:
	EQUEST OF QUOTATION SHOWS YOUR PROOF OF READING
AND UNDERSTANDING OF THE BID.	
YOU MAY ATTACH YOUR QUOTE AS WELL OR	SPECIFICATIONS.
(Find below the NDAA Comment	
(Find below the NDAA form you need to sign	n, date, and stamp)

## ATTACHMENT 1 - EXPRESS NDAA CERTIFICATION

#### September 14, 2020

Public Law 115-232, also known as the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year 2019, requires representations regarding Covered Telecommunications Equipment and Services. Cardholders shall use this representation with merchants to determine compliance with NDAA requirements. To comply with this Public Law the Federal Acquisition Regulation (FAR) in FAR 4.2105 requires two provisions 52.204-24 & 52.204-26 and contract clause 52.204-25 in all procurement actions.

#### **DIRECTIONS FOR THE MERCHANT**

- 1. Read the entire provisions and clause in the FAR at Acquistion.gov or click on the link above.
- 2. After you have read the provisions, please answer the questions below.
- 3. Upon completion of Step 2, fill out the representation below. NOTE: This representation is made by a person with the authority to bind the merchant.
- 4. Return completed form to your GPC cardholder or Contract Specialist.

# 52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)

- (a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
- (c) Representations. (1) The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

# 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

- (d) Representation. The Offeror represents that—
- (1) It  $\mathbb{Z}$  will,  $\mathbb{Z}$  will not provide covered telecommunications equipment or services to the

Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and (2)After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

Merchant Name

Merchant's Authorized Representative

(Typed Name)

Authorized Representative Signature and Date

### **U.S Department of State (DOS)**



Bureau of International Narcotics and Law Enforcement Affairs (INL) U.S. Embassy – Tegucigalpa, Honduras

Containers for Storage for the Morgue in Choluteca in support the Forensic Medicine Directorate

#### SECTION 1 SOLICITATION CONSIDERATIONS

#### 1.1 SYSTEM FOR AWARD MANAGEMENT

This solicitation requires registration with the System for Award Management (SAM) prior to award, pursuant to FAR 4.1102 and other applicable regulations and guidelines. Information can be found at www.sam.gov.

#### 1.2 TRADE AGREEMENTS ACT (19 U.S.C. 2512(A)) (TAA)

Pursuant to the Trade Agreements Act (19 U.S.C. 2512(a)) (TAA), Federal acquisitions of supplies may be made only from offerors that shall supply products of an eligible country under any of the free trade agreements entered into pursuant to the TAA. An article is considered a product of a country only if it is wholly a product of that country or if it has been, substantially transformed, in that country into a new and different article of commerce with a name, character, or use distinct from that of the original article(s). Note that any item that is a discreet article as it is sold in commerce, regardless of its ultimate function or use, cannot be considered, substantially transformed, and based solely on its integration into IT or other systems.

#### 1.3 UNAUTHORIZED DISCLOSURE

The Contractor and its employees shall exercise the utmost discretion concerning all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract, which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer.

All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use and become the exclusive property of the U.S Government. Furthermore, no article, book, pamphlet, email, recording, broadcast, speech television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do no cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

See FAR 3.104 for additional information.

(Rest of Page Intentionally Left Blank)

#### **SECTION 2**

# INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS/RESPONDENTS SUBMISSION INFORMATION PERTAINING TO REQUEST FOR QUOTE

#### 2.1 INFORMATION TO CONTRACTOR

Contractors are reminded that information furnished under this Request for Quote (RFQ) may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business or that contain trade secrets or proprietary or personnel information shall be clearly marked. Marking of items shall not necessarily preclude disclosure when Department of State (DOS) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents shall be deemed releasable.

### 2.2 QUESTIONS CONCERNING THE REQUEST FOR PROPOSAL

Offerors are warned against contacting any INL personnel other than the Contracting Officer and Contract Specialist prior to award of the Contract resulting from this RFQ. If such a contact occurs and found to be prejudicial to competing vendors, the vendor making such a contact may be excluded from award consideration.

No information concerning this RFQ shall be provided in response to telephone calls. All such requests shall be submitted in writing to the Contracting Officer and Contract Specialist.

#### 2.3 NOTICE OF SAM.GOV SYNOPSIS CLOSING DATE AND TIME

All offers shall be submitted to the designated Government Representative via email.

Any communications in reference to this RFQ shall <u>cite the reference section</u> title and page number, and directed to the following individuals:

Name:

Gabriela Salgado

Title:

Contracting Officer Representative

E-mail:

SalgadoGX@state.gov

#### Closing Date and Time:

• 10:00 A.M. (local Honduras time) on the following date: September 1<sup>ST</sup>, 2023

#### 2.4 CONTRACTOR RELATIONSHIPS

The Department of State (DOS) encourages the use of subcontractors. In addition, the Department requires that any potential Organization Conflict of Interest be identified in the proposal to ensure proper firewalls established prior to award.

#### 2.5 MULTIPLE PROPOSALS/ALTERNATIVE SOLUTIONS

Contractors shall not submit, nor shall the Government accept or evaluate, multiple proposals offering alternative solutions. Contractors shall not submit, nor shall the Government accept or evaluate, multiple solutions within one proposal.

#### 2.6 PERIOD OF ACCEPTANCE OF OFFERS

Contractors shall agree, if the proposal is accepted within ninety (90) calendar days (unless a greater period is inserted by the contractor) from the date specified in the solicitation for receipt of proposals, to furnish any or all of the requirements upon which prices are proposed at the price set opposite each item, performed and/or delivered at the designated point(s) within the time specified.

#### 2.7 SPECIFIC SUBMISSION INSTRUCTIONS

Quotes should be written in English and prices must be reflected in Lempiras.

Vendors shall limit the number of pages to no more than fifteen (15), 12 Point Font, Times New Roman, pdf.

All offers shall be submitted to the designated Government Representative via email.

(Rest of Page Intentionally Left Blank)

#### **SECTION 3**

#### **DESCRIPTION OF REQUIREMENTS**

#### **BACKGROUND**

The Bureau of International Narcotics and Law Enforcement Affairs (INL) is an instrumental leader in the development of policies and programs to combat international narcotics and crime. INL programs support two of the Department of States' strategic goals: (1) to reduce the entry of illegal drugs into the United States; and (2) to minimize the impact of international crime on the United States and its citizens. One of the many ways to effectively meet these goals is to partner with allied governments both directly and indirectly to promote the modernization of and support the enforcement operations of their foreign criminal justice systems and law enforcement agencies.

The International Narcotics Affairs Section (INL - U.S. Embassy, Honduras) requires the purchase of metal containers of 40 ft for storage use during the construction of the morgue in Choluteca, Choluteca, Honduras, as provided in the specifications attached.

The contractor shall provide the containers, transportation, and unloading needed as stated in this document and in accordance to Section 3.1.

#### THE SCHEDULE

#### 1. ACQUISITION METHOD

The U.S. Government is conducting this acquisition as a Simplified Acquisition Procedure with Full and Open Competition.

#### 1.1 TYPE OF CONTRACT

This requirement will result in the award of a Firm Fixed Price (FFP) contract in accordance with the specifications in Section 3 of this Statement of Work (SOW). No additional sums will be payable due to any escalation in the cost of materials, equipment, or labor, or because of the Contractor's failure to properly estimate or accurately predict the prices or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rates. This purchase request is under NAICS Code: 423840 - Shipping containers (except disposable plastics, paper) merchant wholesalers.

#### 2. <u>EFFECTIVE PERIOD OF CONTRACT</u>

This contract shall be effective on the date of the Contracting Officer's signature and shall remain in full force and effect until all concrete material is received and accepted by the U.S. Government in accordance with the contract delivery date NLT within seven (7) calendar days after from receipt of the award notification.

#### 3. SUPPLIES AND PRICING

The Contractor shall provide to the U.S. Government the Concrete Materials in strict compliance with the specifications at the agreed upon firm fixed price. In the event of non-compliance with the specifications, the U.S. Government reserves the right to demand correction(s) or reject this requirement in its entirety. Additionally, the Contractor shall perform the pre-delivery inspection of the materials and deliver them to the location set forth in Section 8, Place of Delivery, of this SOW. The firm fixed price shall include the container, transportation, and unloading.

#### 3.1 **SPECIFICATIONS**

Clin	Description	Quantity Choluteca	UOM
	<ul> <li>40 ft used standard shipping containers.</li> <li>Must comply with the following: <ul> <li>Wind and watertight, no leaks or dents on panels or floors.</li> <li>Double doors at one end</li> <li>No presence of surface rust in the panels</li> <li>Painted with two layers of anticorrosive paint both on the inside and outside.</li> <li>Fully functioning doors and locking bar brackets.</li> <li>Approximate dimensions:</li> </ul> </li> <li>40' long <ul> <li>wide</li> <li>wide</li> <li>high.</li> </ul> </li> </ul>		
1		2	each
2	Transportation and unloading to Choluteca, Honduras - Transporte y Descarga en Choluteca, Choluteca	1	lot

#### 4. WARRANTY

All items must fulfill requested technical specifications if some of the items do not comply with the technical specifications INL shall return the items to vendor with no cost to INL Honduras. The vendor shall evaluate and replace returned items with no transportation cost to INL.

### 5. PREPARATION FOR DELIVERY

Any lost or damaged items during transportation or shipment shall be replaced by the contractor upon notification.

#### 6. MARKING AND SUBMISSION OF DOCUMENTS

6.1 All documents shall be addressed to:

Consignee:
Embajada Americana
Order No. (provided upon award)
Col. San Carlos, Avenida La Paz
Numero de casa #2629
RTN 08019999408358
Tegucigalpa M.D.C., Honduras
PO No. 19H08023K1108
ATTN: Ana Carcamo

Email: Carcamoag@state.gov

#### 7. DELIVERY SCHEDULE

The containers shall be delivered to location set forth in section 8 within seven (7) calendar days after from receipt of the award notification.

#### 8. PLACE OF DELIVERY

The Concrete Materials will be delivered to the following address:

 Morgue from the Forensic Medicine Directorate Barrio El Hospital,
 7<sup>a</sup> Calle N, 14 Avenida O (13.302557,-87.201851)
 Choluteca, Honduras

#### 9. CUSTOMS CLEARANCE AND TAX EXEMPTIONS

The U.S. Government will assist the Contractor in obtaining customs clearance and tax exemption certificates from the Government of Honduras

The Contractor shall comply with Sections 38-40 of the Arms Export Control Act (AECA) (22 U.S.C. 2778-2780) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130) as required, for the prosecution of work under this contract at no additional cost to the Government. Failure to be in compliance with AECA and ITAR by date planned for commencement of contract performance as well as during the entire performance of work under this contract may result in contract termination. Any penalties rendered to the Contractor, as a direct result of being found non-compliance with AECA and ITAR, shall be the responsibility of the Contractor. For additional information on AECA and ITAR, see http://www.pmddtc.state.gov/.

The Contractor shall comply with license requirements of the Commerce Control List and any Export Administrative Regulations (EAR), which may apply.

The Contractor's must include and arrange all local, port handling and other fees associated with delivery to the destination.

#### 9.1. EXPORT LICENSE

If an export license is required, delivery shall be within seven days (7) after receipt of export license, and export license application shall be accomplished expeditiously after award.

#### 10. INSPECTION, ACCEPTANCE AND PAYMENT

The inspection and acceptance of the Containers for Storage shall be performed by the U.S. Government upon the delivery in Choluteca, Choluteca, Honduras. All Containers delivered shall conform exactly to the standard described in Section 3.

If the items or some item does not fulfill requested technical specifications, INL shall return the items to vendor with no cost to INL Honduras. The vendor shall evaluate and replace returned items with no transportation cost to INL.

INL will have two (2) days to inspect and accept all items. The designated representative of the US Embassy in Honduras will be responsible for carrying out at least the following checks of the required elements:

- i. Quantities
- ii. Compliance with the offered technical specifications.
- iii. Correct conditions of the required elements

## 12. EVALUATION FACTORS FOR OFFERORS

The following are the evaluation factors for proposals sent by the bidders:

- a) DESCRIPTION: Description/nomenclature of the item being quoted; Compliance with the requested technical specifications as per Statement of Work.
- b) PRICE: For evaluation purposes, the price will be determined by multiplying the offered prices times the quantities stated in the schedule, and arriving at a grand total, including all options, if any.
- Award will be made to the lowest priced, technically acceptable, responsible quoter.
- The Government reserves the right to reject quotations that are incomplete, non-compliant with the terms of this solicitation, or that are unreasonably high in price.
- c) DELIVERY DATE: The Government will evaluate that the proposed delivery time frame complies with section 7, Delivery Schedule.

(Rest of Page Intentionally Left Blank)